

COUNTYWIDE CRIMINAL JUSTICE COORDINATION COMMITTEE



SUPERVISOR MARK RIDLEY-THOMAS • CHAIRMAN SHERIFF LEROY BACA • VICE-CHAIR MARK DELGADO • EXECUTIVE DIRECTOR

500 WEST TEMPLE STREET, ROOM 520 LOS ANGELES, CA 90012 (213) 974-8398

January 29, 2013

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

14 January 29, 2013

SACHI A. HAMAI EXECUTIVE OFFICER

Dear Supervisors:

APPROVE ACCEPTANCE OF A DEPARTMENT OF JUSTICE SECOND CHANCE
ACT DISCRETIONARY GRANT AWARD IN THE AMOUNT OF \$597,540 TO
AUGMENT IN-CUSTODY AND COMMUNITY-BASED REENTRY SERVICES FOR
OFFENDERS WITH CO-OCCURRING DISORDERS (COD), APPROVE
APPROPRIATION ADJUSTMENT, AND APPROVE EXECUTION OF SOLE SOURCE
AMENDMENTS WITH SPECIAL SERVICE FOR GROUPS, INC. AND THE REGENTS
OF THE UNIVERSITY OF CALIFORNIA, LOS ANGELES
(ALL DISTRICTS)
(4 VOTES)

SUBJECT

The U.S. Department of Justice Bureau of Justice Assistance has awarded the Executive Office of the Board of Supervisors/Countywide Criminal Justice Coordination Committee (CCJCC) a \$597,450 Second Chance Act Discretionary Grant to augment in-custody and community-based reentry services for offenders with co-occurring disorders (COD). These services will be provided by Special Service for Groups, Inc. (SSG), a Department of Public Health (DPH) provider. Evaluation services will be provided by The Regents of the University of California, Los Angeles (The Regents UCLA), a DPH provider. CCJCC and DPH recommend that your Board authorize acceptance of the grant, approve appropriation adjustment, and approve execution of amendments to the two DPH contracts.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the attached grant award (Attachment I) from the Bureau of Justice Assistance for the term of October 1, 2012 through September 30, 2014, in the amount of \$597,540, to augment reentry services for COD offenders exiting County Jail and authorize the CCJCC Executive Director to accept the grant, to serve as Project Director, to sign and execute said grant award, and to perform all further tasks necessary for completion of the project, including execution of

amendments, extensions, modifications, and other documents related to the grant award.

- Approve an appropriation adjustment (Attachment II) to increase CCJCC's Service and Supplies Fiscal Year 2012-13 budget in the amount of \$171,000, fully offset by Department of Justice grant funds, to provide spending authority to augment in-custody and community-based reentry services for offenders with cooccurring disorders (COD), conduct a study/evaluation of the program, and fund the applicable administrative overhead.
- 3. Approve and authorize the Director of DPH or his designee to prepare, sign, and execute a sole source amendment, substantially similar to Attachment III, to Agreement Number PH-002312 with SSG, to add a Statement of Work for Adult Reentry Comprehensive Service (ARCS), enabling SSG to provide services to COD offenders both in and exiting County Jail, effective date of Board approval through September 30, 2014 in the amount of \$414,000 consisting of \$118,286 for fiscal year (FY) 2012-13, \$236,571 for FY 2013-14, and \$59,143 for FY 2014-15, 100 percent funded by the Department of Justice grant via intrafund transfer from CCJCC.
- 4. Approve and authorize the Director of DPH or his designee to prepare, sign, and execute a sole source amendment, substantially similar to Attachment IV, to the Agreement Number PH-001733 with The Regents UCLA to conduct a study/evaluation of the ARCS program effective date of Board approval through September 30, 2014 in the amount of \$90,000 consisting of \$25,714 for FY 2012-13, \$51,429 for FY 2013-14, and \$12,857 for FY 2014-15, 100 percent funded by the Department of Justice grant via intrafund transfer from CCJCC.
- 5. Delegate authority to the Director of DPH, or his designee, to prepare, sign, and execute future amendments to the agreement with SSG, provided that: 1) the County's total payments under the ARCS Statement Of Work (SOW) for the applicable fiscal year do not exceed an increase or decrease of ten percent from the applicable revised Board-approved Maximum Contract Amount (MCA); 2) any such increase is used to provide additional services or to reflect program changes; 3) your Board has appropriated sufficient funds for all increases; 4) approval of County Counsel is obtained prior to any such amendment; and 5) the Director of DPH, or his designee, provides written notification to your Board and the Chief Executive Office (CEO).
- Delegate authority to the Director of DPH, or his designee, to extend the term of the Agreements with SSG and The Regents UCLA identified in Recommendations 3 and 4 through September 30, 2015, and to allow for the roll-

Honorable Board of Supervisors January 29, 2013 Page 3 of 7

over of unused funds, subject to review and approval by County Counsel, and notification to your Board and the CEO.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Los Angeles County is highly impacted by a large number of offenders with COD who cycle in and out of local jails. Due to California's recent "public safety realignment" legislation, the County is also now tasked with supervising and meeting the needs of offenders who were previously under the State's jurisdiction. In the first 12 months of realignment, over 8,000 offenders were sentenced to County Jail per the new realignment statute.

Data suggest that at least 2,000 jail inmates at a given time are diagnosed with a major mental illness. In fact, the L.A. County's Twin Towers is widely recognized as the largest mental health institution in the country. Among mentally ill offenders, 73.6% of bookings included at least one felony charge, compared to only 40.6% of the general population (Vera Institute of Justice, 2011). Even when no felony charges were present, mentally ill offenders' length of stay in custody was much longer (25 days) than the general custody population (7.5 days) (Vera, 2011). Additionally, studies show that nearly 75% of mentally ill offenders have a co-occurring substance use disorder.

Intensive pre-release and post-release programming can successfully lower recidivism among co-occurring individuals and help them reintegrate into their communities successfully. Currently, however, demand for such treatment exceeds the capacity of available programs in the County of Los Angeles.

This grant funding will provide for an Adult Reentry Comprehensive Service (ARCS) program to expand pre-release and post-release treatment services for offenders in the Los Angeles County jail system with co-occurring substance abuse and mental health disorders.

The proposed treatment provider for ARCS, Special Service for Groups (SSG), is a community-based nonprofit organization that offers pre-release and post-release substance abuse and mental health disorder treatment interventions, reentry planning, and linkages at their forensic treatment division. Inmates are identified for current SSG programs by a variety of mechanisms (e.g. Department of Mental Health jail staff, Sheriff's Department staff, self or family referral) and assessed for comprehensive mental health, substance abuse, and psychosocial needs. Once enrolled, inmates begin intensive treatment for mental/behavioral health and substance use, and work individually with a case manager for pre-release planning. Upon release, participants continue intensive treatment at SSG with a minimum of 15 hours per week of group and individual services, including continued case management to implement the reentry plan.

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The specific target population for the proposed program will be medium- to high-risk adult offenders who are diagnosed with COD and who are referred to the program under a variety of conditions, including but not limited to, offenders in custody who will be released on felony probation, individuals sentenced to County Jail per the State's public safety realignment provisions, and voluntary self-referrals. The program will serve 60 clients per year.

The proposed project's pre-release services will serve the Los Angeles County Jail system from three facilities: Twin Towers Correctional Facility in central Los Angeles; Men's Central Jail in central Los Angeles; and Century Regional Detention Facility (CRDF) women's jail in Lynwood (southern Los Angeles).

The goal of ARCS is to reduce criminal recidivism among COD offenders exiting County Jail. Board approval of this grant award will allow CCJCC to accept funding from the Bureau of Justice Assistance to implement ARCS in furtherance of this objective.

Board approval of the recommended actions will also allow DPH to execute the sole source amendment to Contract Number PH-002312 with SSG to augment in-custody and community-based reentry services for offenders with co-occurring disorders (COD). Approval of the recommended action will increase funding for this contract in the amount of \$414,000 over three fiscal years.

Board approval of the recommended actions will also allow DPH to execute the sole source amendment with The Regents UCLA for evaluation of services. The evaluation component of the program will focus on both (1) personal improvements, such as functioning and stability, and (2) recidivism. The process for evaluation will include onsite observations, surveys of project stakeholders, input from participants, and review of case records. The results of the ongoing program evaluation will be provided on a periodic basis throughout the term of the grant, and will culminate in a final report. Approval of the recommended action will increase funding for this contract in the amount of \$90,000 over three fiscal years.

Attachment I has been reviewed and approved by County Counsel as to use. Attachment II is the Budget Adjustment. Attachments III and IV have been reviewed and approved by County Counsel as to form. Attachments V and VI are the signed Sole Source Checklist. On January 9, 2013, your Board was notified of DPH's intent to negotiate a sole source amendment in an amount greater than \$250,000, pursuant to Board Policy 5.100.

Implementation of Strategic Plan Goals

The recommended actions support Goal 3, Integrated Services Delivery and Goal 5, Public Safety, of the County's Strategic Plan.

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FISCAL IMPACT/FINANCING

The recommended actions will result in an additional \$597,540 in grant revenues to fund augmented reentry services for COD offenders both in and exiting County Jail. The amount of \$414,000 will be provided to SSG through its existing Agreement with DPH during the three-year project period.

In addition, \$90,000 will be provided to The Regents UCLA to conduct a study/evaluation of the program during the three-year project period. The remaining amount of \$93,540 will be distributed between CCJCC and DPH as follows: \$77,940 for indirect cost to be distributed equally, and \$15,600 for travel expense reimbursements to be distributed according to the requirements of the grant. There is no increase in net County cost.

The FY 2012-13 appropriation adjustment (Attachment II) to increase CCJCC's Services and Supplies FY 2012-13 budget in the amount of \$171,000, fully offset by Department of Justice grant funds, will provide spending authority to augment reentry services for COD offenders both in and exiting County Jail, conduct a study/evaluation of the program, and fund the applicable administrative overhead.

DPH does not require an appropriation adjustment as they have sufficient appropriation to accommodate these funds.

The MCA for SSG will increase by \$118,286 in FY 2012-13, \$236,571 in FY 2013-14, and \$59,143 in FY 2014-15. The MCA for The Regents UCLA will increase by \$25,714 in FY 2012-13, \$51,429 in FY 2013-14, and \$12,857 in FY 2014-15.

Funding for subsequent years of the grant award will be included in the CCJCC and DPH Budget Request process.

CONTRACTING PROCESS

CCJCC's grant application was developed in collaboration with ARCS partners, including DPH, DMH, and the Sheriff's Department. The application specified that grant funds would be utilized to incorporate augmented reentry services for COD offenders both in and exiting County Jail and to conduct an evaluation of the program.

DPH has an existing contract with SSG. The Board's approval of the Amendment will allow SSG to provide supported adult reentry comprehensive services to COD offenders both in and exiting the County Jail. SSG is the sole community-based mental health provider participating in this collaborative and is identified in the funded grant as the provider of treatment services for this program.

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Attached is the Sole Source Contract Checklist (Attachment V), identifying and justifying the need for the sole source amendment with SSG. SSG's existing contract with DPH was the result of a competitively bid process. SSG is a direct service provider with extensive experience providing COD treatment interventions to offender populations. In addition to providing comprehensive services through the County's Co-Occurring Disorders Court since 2007, the agency has significant experience providing jail inreach services in partnership with the Sheriff's Department.

The Regents UCLA has long-standing agreements with DPH and DMH to provide training and evaluation services on treatment interventions. Attached is the Sole Source Contract Checklist (Attachment VI), identifying and justifying the need for the sole source amendment with The Regents UCLA. The Regents UCLA existing contract with DPH was the result of a competitively bid process. A nationally renowned research and evaluation program, The Regents UCLA works extensively with County departments - including DPH, DMH, and CCJCC - to evaluate treatment program outcomes.

IMPACT ON CURRENT SERVICES

Acceptance of this grant award will allow the County of Los Angeles to augment current reentry services for COD offenders both in and exiting County Jail and to conduct an This will have a positive impact on COD offender evaluation of the program. rehabilitation and recovery.

CONCLUSION

Upon approval, please return two (2) copies of the adopted Board letter to Mark Delgado, Executive Director of the Countywide Criminal Justice Coordination Committee, and two (2) copies to Cynthia A. Harding, Chief Deputy Director of the Department of Public Health.

Respectfully submitted,

MARK DELGADO. Executive Director

Countywide Criminal Justice

Coordination Committee

Chief Deputy Director

Department of Public Health

MD:cgm

Attachments (6)

Honorable Board of Supervisors January 29, 2013 Page 7 of 7

c: Sheriff Lee Baca, Sheriff's Department
William T Fujioka, Chief Executive Officer
Sachi Hamai, Executive Officer, Board of Supervisors
John Krattli, County Counsel
Marvin J. Southard, D.S.W., Director, Department of Mental Health
Board of Supervisors Health Deputies
Board of Supervisors Justice Deputies
CEO Public Information Officer

Department of Justice Office of Justice Programs Bureau of Justice Assistance	Grant	PAGE 1 OF 5
RECIPIENT NAME AND ADDRESS (Including Zip Code)	4. AWARD NUMBER: 2012-RW-BX-0002	
County of Los Angeles Expanditure Management 2064 Marengo Street Los Angeles, CA 90033	5. PROJECT PERIOD: FROM 10/01/2012 BUDGET PERIOD: FROM 10/01/2012	TO 09/30/2014 TO 09/30/2014
	6. AWARD DATE 08/16/2012	7. ACTION
IA. GRANTEE IRS/VENDOR NO. 956000929	8. SUPPLEMENT NUMBER 00	Initial
	9. PREVIOUS AWARD AMOUNT	\$ 0
B. PROJECT TITLE	10. AMOUNT OF THIS AWARD	\$ 597,540
Adult Reentry Comprehensive Service Program for Co-Occurring Offenders	11. TOTAL AWARD	\$ 597,540
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CON THE ATTACHED PAGE(S). 13. STATUTORY AUTHORITY FOR GRANT This project is supported under EV12(RIA - Second Change Act Treatment)		тн
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AWARD CONTINUATION SHEET

Grant

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PROJECT NUMBER 2012-RW-BX-0002

AWARD DATE

08/16/2012

SPECIAL CONDITIONS

- 1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
- The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
- 3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
- 4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
- 5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

- 6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
- 7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



AWARD CONTINUATION SHEET

Grant

PAGE 3 OF 5

PROJECT NUMBER

2012-RW-BX-0002

AWARD DATE

08/16/2012

SPECIAL CONDITIONS

- 8. The recipient agrees to comply with applicable requirements regarding Central Contractor Registration (CCR) and applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/ccr.htm (Award condition: Central Contractor Registration and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
- 9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at www.ojp.gov/funding/confcost.htm.
- 11. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm.
- 12. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
- 13. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.
- 14. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
- 15. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.



AWARD CONTINUATION SHEET

Grant

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PROJECT NUMBER 2012-RW-BX-0002

AWARD DATE

08/16/2012

SPECIAL CONDITIONS

- 16. Grantee agrees that assistance funds awarded under this grant will not be used to support any inherently religious activities, such as worship, religious instruction, or proselytization. If the grantee refers participants to, or provides, a non-Federally funded program or service that incorporates such religious activities, (1) any such activities must be voluntary for program participants, and (2) program participants may not be excluded from participation in a program or otherwise penalized or disadvantaged for any failure to accept a referral or services. If participation in a non-Federally funded program or service that incorporates inherently religious activities is deemed a critical treatment or support service for program participants, the grantee agrees to identify and refer participants who object to the inherently religious activities of such program or service to, or provide, a comparable secular alternative program or service.
- The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
- 18. All contracts under this award should be competitively awarded unless circumstances preclude competition. When a contract amount exceeds \$100,000 and there has been no competition for the award, the recipient must comply with rules governing sole source procurement found in the current edition of the OJP Financial Guide.
- Approval of this award does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
- 20. Recipient agrees that funds provided under this award may not be used to operate a "pay-to-stay" program in any local jail. Recipient further agrees not to subaward funds to local jails which operate "pay-to-stay" programs.
- 21. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (https://grants.ojp.usdoj.gov), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.
- The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/ffata.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own operate in his or her name).
- Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.



AWARD CONTINUATION SHEET

Grant

PAGE 5 OF 5

PROJECT NUMBER 2012-RW-BX-0002

AWARD DATE

08/16/2012

SPECIAL CONDITIONS

24. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. 061 NO.

DEPARTMENT OF BOARD OF SUPERVISORS

January 29, 2013

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2012-13

4 - VOTES

SOURCES

USES

BOARD OF SUPERVISORS A01 - BS - 90 - 9031 - 10010 Federal Grants - \$171,000 **INCREASE REVENUE**

BOARD OF SUPERVISORS A01 - BS - 2000 - 10010 Services & Supplies - \$171,000 INCREASE APPROPRIATION

SOURCES TOTAL: \$ 171,000

USES TOTAL: \$ 171,000

JUSTIFICATION

Reflects grant funding from the United States Department of Justice Bureau of Justice Assistance (BJA) to fund the Adult Reentry Comprehensive Service (ARCS) program for co-occurring disorders offenders and an accompanying evaluation of the program.

AUTHORIZED SIGNATURE Hanna Cheru

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

JAN 2 9 2013

REFERRED TO THE CHIEF

ACTION

APPROVED AS REQUESTED

EXECUTIVE OFFICER FOR ---

RECOMMENDATION

APPROVED AS REVISED

AUDITOR-CONTROLLER

CHIEF EXECUTIVE OFFICER

B.A. NO. 066

SEND 6 COPIES TO THE AUDITOR-CONTROLLER

Contract No. PH-002312

DEPARTMENT OF PUBLIC HEALTH SUBSTANCE USE DISORDER SERVICES

Amendment No. 1

THIS AMENDMENT is made and e	entered into this
day of, 2013,	
by and between	COUNTY OF LOS ANGELES (hereafter "County")
and	SPECIAL SERVICE FOR GROUPS, INC. (hereafter "Contractor")
WHEREAS, reference is made to t	hat certain document entitled "Substance Use
Disorder Services", dated October 1, 2012	2, and further identified as Contract No. PH-
002312, and any Amendments thereto (al	Il hereafter "Contract"); and
WHEREAS, on	, County's Board of Supervisors approved
amending the Substance Use Disorder Se	ervices Contract to provide services to Adult
Reentry Comprehensive Service Co-Occu	urring Disorder offenders both in and exiting
County Jail; and	
WHEREAS, said Contract provides	s that changes may be made in the form of a
written amendment which is formally appr	oved and executed by the parties; and
WHEREAS, the Amendment Form	at has been approved by County Counsel.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. This Amendment shall be effective on date of Board approval.
- 2. Paragraph 3, DESCRIPTION OF SERVICES, Subparagraph A, shall be revised to read as follows:
 - "A. Contractor shall provide services in the manner described in Exhibit A (Statement(s) of Work, identified as Exhibits A-1 through A-14) and all attachments, attached hereto and incorporated herein by reference."
- 3. Paragraph 4, TERM OF CONTRACT, first Subparagraph, shall be revised to read as follows: "The term of this Contract shall be effective October 1, 2012 and shall continue in full force and effect through September 30, 2014, unless sooner terminated or extended, in whole or in part, as provided in this Contract."
- 4. Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, shall be revised to read as follows:

"5. MAXIMUM OBLIGATION OF COUNTY:

- A. Effective October 1, 2012 through June 30, 2013, the maximum obligation of County for all services provided hereunder shall not exceed Two Million, Seven Hundred Twenty-Eight Thousand, Six Hundred Nine Dollars (\$2,728,609), as set forth in Exhibit B-1, attached hereto and incorporated herein by reference.
- B. Effective July 1, 2013 through June 30, 2014, the maximum obligation of County for all services provided hereunder shall not exceed Three Million,

- C. Effective July 1, 2014 through September 30, 2014, the maximum obligation of County for all services provided hereunder shall not exceed Fifty-Nine Thousand, One Hundred Forty-Three Dollars (\$59,143), as set forth in Exhibit B-1, attached hereto and incorporated herein by reference.
- D. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- E. The Contractor shall maintain a system of record keeping that will allow the contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided under Section 22, NOTICES."
- F. No Payment for Services Provided Following Expiration/Termination of

 Contract: The Contractor shall have no claim against County for payment of any
 money or reimbursement, of any kind whatsoever, for any service provided by

the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration/ termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

- 5. Effective on the date of this Amendment, Exhibit A-14 shall be added and, Exhibit B shall be replaced with Exhibit B-1 attached hereto and incorporated herein by reference.
- 6. Effective on the date of this Amendment, wherever "Exhibit B" is referenced in this Contract it shall now be referred to as "Exhibit B-1."
- 7. Except for the changes set forth hereinabove, Contract shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

	COUNTY OF LOS ANGELES
	Ву
	Jonathan E. Fielding, M.D., M.P.H. Director and Health Officer
	SPECIAL SERVICE FOR GROUPS, INC.
	Contractor
	Ву
	Signature
	Printed Name
	Title(AFFIX CORPORATE SEAL)
APPROVED AS TO FORM BY THE OFFICE OF THE COUNTY COUNSEL JOHN F. KRATTLI County Counsel	-
APPROVED AS TO CONTRACT ADMINISTRATION:	
Department of Public Health	
By	
Patricia Gibson, Chief Contracts and Grants Division	
02532	

EXHIBIT A-14

SPECIAL SERVICE FOR GROUPS, INC.

STATEMENT OF WORK

PRE- AND POST-RELEASE TREATMENT SERVICES FOR OFFENDERS WITH CO-OCCURRING MENTAL HEALTH AND SUBSTANCE USE DISORDER (Re-entry Population)

A. SERVICE MODALITIES

- 1. In-Custody behavioral health, mental health and substance treatment services
- 2. Post-release outpatient case management and treatment services

B. DEFINITION:

- 1. In-custody services provide behavioral modification, mental health and substance education and recovery treatment to moderate and high risk offenders. The program services shall be provided in a closely supervised residential treatment setting within a County correctional facility. In-custody group treatment will be a minimum of 6 hours per week with additional individual assessment and case management services. No clients will be treated for substance use by means of administering, furnishing, or prescribing narcotics and/or restricted dangerous drugs.
- Outpatient treatment is provided after release from jail and includes a
 minimum of 15 hours per week of: intensive case management; psychiatric
 assessment and medication support; group and individual behavior
 modification, mental health and substance counseling. Additional outpatient
 services include urinalysis testing, referrals for ancillary services including
 medical /dental care and referrals for Vivitrol treatments.

C. PERSONS TO BE SERVED:

In-custody and outpatient services shall be furnished to medium to high risk adult individuals (18 years and over) being treated for co-occurring substance use and mental health disorders within Los Angeles County jails who are within six to twelve months before scheduled release to the community.

D. SERVICE DELIVERY SITE(S) AND DAYS AND HOURS OF OPERATION:

Contractor shall provide services at, or administer services out of, the facility(ies) listed in In-Custody Substance Use Disorder Treatment Services (Drug Offenders), Facility Directory Attachment 1, and submit participant data for treatment services provided therein, as set forth in the AUTOMATED LOS ANGELES COUNTY PARTICIPANT REPORTING SYSTEM Paragraph of the Contract. Facility may be removed as a service delivery site for this Statement of Work if Contractor does not submit participant data from the facility for three (3) consecutive months.

E. QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the Substance Abuse Prevention and Control Master Audit Program; County Standard Terms and Conditions; as required in the PERFORMANCE BENCHMARKS AND DASHBOARDS Paragraph of the Contract; as required in the QUALITY CONTROL paragraph of this Statement of Work, and the following additional requirements.

1. Regular Meetings

Contractor is required to attend the scheduled regular meetings set up by SAPC's Program Manager or designee.

2. County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

F. QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the designated County Contract Program Auditor for review. The plan shall include, but may not be limited to the following:

- Method of monitoring to ensure that Contract requirements are being met;
- A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

G. SPECIFIC WORK AND PERFORMANCE REQUIREMENTS

- 1. Contractor shall adhere to all work and performance requirements as listed in the following SAPC documents:
 - a. Specific Services to be Provided, not attached but included herein by reference:
 - b. Definition of Services, Standards of Care, and Staffing, not attached but included herein by reference;
 - c. Any and all procedures formulated and adopted by Contractor, and approved by SAPC Director;
 - d. Performance Requirements, Treatment Matrix, or other program requirements set forth by SAPC, including the following requirements specific to this grant:
 - A. Use screening instruments and assessment processes that are reliable, validated, and normed for the specific target population.
 - B. Target criminogenic risk and needs factors, including history of anti-social behavior; anti-social personality pattern; anti-social cognition; anti-social associates; family and/or marital status; school and/or work; leisure and/or recreation.
 - C. Provide substance abuse and mental health treatment practices and services that have a demonstrated evidence base and that are appropriate for the target population.
 - D. Provide integrated treatment of co-occurring disorders, including a consistent message to program participants about substance use and mental health treatment, and integrated clinical treatment provided by treatment specialists with knowledge of both substance use disorders and serious mental illnesses and an understanding of the complexity of interactions between disorders.
 - E. Develop and implement transition planning procedures to ensure linkages to services and benefits upon release from custody.
 - F. Make available a comprehensive range of programs, including services that employ the cognitive, behavioral, and social learning techniques of modeling, role playing, reinforcement, resource provision, and cognitive restructuring; educational, literacy, vocational, and job placement services, including supported employment; ongoing evidenced-based substance use and mental health disorder treatment; housing, physical health care services; veteran-specific services as applicable;

G. Use consistent pre- and post-release case management and supervision that is sustained over a period of at least six months from the time of release, or through the completion of parole or court supervision, whichever is shorter, and is especially responsive to the offender's transition from incarceration to the community. Aftercare services must involve coordination between the correctional treatment program, community supervision program, and other social service and rehabilitation programs, such as education and job training, parole supervision, halfway houses, self-help, and peer group programs. Post-release treatment and aftercare must be coordinated.

Evidenced-based Practices

Contractor is required to select interventions, services, activities, and/or programs that have been adequately substantiated by evidence/research to impact substance use and related outcomes. This includes 1) evidence-based programs or curricula (where applicable, specific to gender, age, or other groups) categorized under substance abuse treatment or co-occurring substance abuse/mental health disorders on the National Registry of Evidence-based Programs and Practices; and 2) where the program or curricula is not a recognized best practice/model program (as described in one above), substantiated results of an evaluation/research conducted by an evaluator independent of the proposer that documents the ability of the program/curricula to achieve the intended outcomes.

Failure to incorporate evidence-based practices in the agency's curriculum may constitute a breach of contract, and may result in a funding reduction up to and including agreement termination.

H. REIMBURSEMENT:

County agrees to compensate Contractor for services provided to participants under this Agreement, as set forth in the BILLING AND PAYMENT Paragraph of this Agreement and in accordance with the reimbursement dollar amounts, and applicable employee positions/service hours, as set forth in the Schedule attached in this Statement of Work.

I. PRODUCTIVITY BASELINE TO ESTABLISH PROJECTED MINIMUM UNITS OF SERVICE FOR AGREEMENT TERM:

On an annual basis, for participants who are in custody:

- 1. The total number of full time equivalent ("FTE") positions budgeted to the program hereunder is 2.66.
- 2. The total number of FTE positions dedicated to perform direct service hours under this Exhibit is <u>2.44</u>.
- 3. Contractor shall provide a minimum of 1,601 actual service hours for each dedicated FTE position during the Agreement term.
- 4. Contractor shall provide a minimum of ____ service hours during the Agreement term (Subparagraph "B" amount x Subparagraph "C" amount as described hereinabove).

SPECIAL SERVICE FOR GROUPS, INC.

SCHEDULE A-14_

PRE- AND POST-RELEASE TREATMENT SERVICES FOR OFFENDERS WITH CO-OCCURRING MENTAL HEALTH AND SUBSTANCE USE DISORDER (Re-entry Population)

		(E	Board	Period of	Period o
				(07/01/13- 06/30/14)	07/01/14 09/30/14
(1)	All treatment services provided after participant leaves jail or prison will be billed and reimbursed using the codes and rates in the Service and Reimbursement Matrix				
(2)	Treatment services while in custody will be billed using staff hour rates				
	Fee-For-Service Rate Per Staff Hour	\$ <u></u>	90.00	\$ 90.00	\$ <u>90.00</u>
	Projected Units of Service	_			
Con	tractor's employee position(s) eligible to perform	m Staff I	Hours he	ereunder:	
	Project Director	Adm	iin/Data	Specialist	
	Program Supervisor				
	Case Manager(s)				
N	Mental Health Therapist				
Cou	nty reserves the right to withhold nayments to	Contract	or for re	asons set for	th in this

County reserves the right to withhold payments to Contractor for reasons set forth in this Contract, including, but not limited to Paragraph 6, Subparagraph H, and Paragraph 15, Subparagraph I of the CONTRACT.

Contract No.PH-001733

ALCOHOL AND DRUG SERVICES AGREEMENT (EVALUATION SERVICES)

AMENDMENT NO. 6

THIS AMENDMENT is made and en	tered into this day of
 , 2013,	
by and between	COUNTY OF LOS ANGELES (hereafter "County"),
and	THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, LOS ANGELES (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "ALCOHOL AND DRUG SERVICES AGREEMENT", dated July 1, 2011 and further identified as County Agreement No. PH-001733; and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, on _____ County's Board of Supervisors approved amending the Alcohol and Drug Services Agreement to conduct a study/evaluation of the Adult Reentry Comprehensive Services; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties; and

WHEREAS, the Amendment Format has been approved by County Counsel.

NOW, THEREFORE, the parties hereto agree as follows:
This Amendment shall be effective upon date of Board
approval.

- 1. Paragraph 2, DESCRIPTION OF SERVICES, Subparagraph A shall be revised to read as follows:
 - "A. Contractor shall provide services in the form as described in the body of this Agreement and in the following documents, which are attached hereto and incorporated herein by reference:
 - (1) ADDITIONAL PROVISIONS DEPARTMENT OF PUBLIC HEALTH SUBSTANCE ABUSE PREVENTION AND CONTROL ALCOHOL AND DRUG SERVICES AGREEMENT October 1, 2011
 - (2) Exhibit A-3 Alcohol and Drug Services
 Agreement (Evaluation Services)
 - (3) Exhibit B Alcohol and Drug Services
 Agreement (Evaluation ServicesFirst 5 LA)
 - (4) Exhibit C Alcohol and Drug Services
 Agreement (Evaluation ServicesPre- and Post-Release Treatment
 Services for Offenders with CoOcurring Mental Health and
 Substance Use Disorder)

Contractor hereby acknowledges receipt of the above referenced documents numbers (1) through (4) attached hereto. In addition, Contractor further acknowledges receipt of any applicable Schedules(s), Budget(s), and/or Statement of Work forms (which further defines the rates and

services to be provided by Contractor herein), as referenced and attached to the above listed Exhibit(s)."

- 2. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, Subparagraphs B, C and D, shall be revised to read as follows:
 - "B. During the period of July 1, 2012 through June 30, 2013, that portion of the maximum obligation of County for all services provided under this Agreement is Eight Hundred Eighty-Seven Thousand One Hundred Twenty-Two Dollars (\$887,122). This sum represents the total estimated maximum obligation of County as determined by adding each maximum allocation shown in the Exhibits, attached hereto.
 - C. During the period of July 1, 2013 through June 30, 2014, that portion of the maximum obligation of County for all services provided under this Agreement is Eight Hundred Twelve Thousand Eight Hundred and Thirty-Seven Dollars (\$812,837). This sum represents the total estimated maximum obligation of County as determined by adding each maximum allocation shown in the Exhibits, attached hereto.
 - D. During the period of July 1, 2014 through September 30, 2014, that portion of the maximum obligation of County for all services provided under this Agreement is Seven Hundred Thirty-Two Thousand Five Hundred Ninety-Eight Dollars (\$732,598). This sum represents the total estimated maximum

obligation of County as determined by adding each maximum allocation shown in the Exhibits, attached hereto."

- 3. Paragraph 7, INDEMNIFICATION, shall be revised to read as follows:
- "7. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County

County and its Special Districts, elected and appointed officers, employees, and agents ("County Indemnitees") shall indemnify, defend, and hold harmless Contractor from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with County Indemnities' acts and/or omissions arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the Contractor.

4. Effective on the date of this Amendment, Exhibit C, Schedule C, and Budget C attached hereto and incorporated herein by reference, shall be added to this Agreement.

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

Ву	
	Cynthia A Harding, M.P.H.
	Chief Deputy Director
THE	REGENTS OF THE UNIVERSITY
OF	CALIFORNIA, LOS ANGELES
	Contractor
Ву	
	Signature
-	Print Name
Tit	cle
	(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM BY THE OFFICE OF THE COUNTY COUNSEL JOHN F. KRATTLI County Counsel

APPROVED AS TO CONTRACT ADMINISTRATION:

Department of Public Health

By
Patricia Gibson, Chief
Contracts and Grants Division
02532

SOLE SOURCE CHECKLIST for Special Service for Groups (SSG)

Check	JUSTIFICATION FOR SOLE SOURCE CONTRACTS
(✓)	Identify applicable justification and provide documentation for each checked item.
	Only one bona fide source for the service exists; performance and price competition are not available.
	Quick action is required (emergency situation).
	> Proposals have been solicited but no satisfactory proposals were received.
	Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	It is more cost-effective to obtain services by exercising an option under an existing contract.
	> It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.
	> Other reason.
√	To implement the program in the required time frame, SAPC will amend the existing treatment services contract with Special Service for Groups, Inc. (SSG) to accommodate the new scope and funding. The agency was identified in the grant application for funding to support reentry services for co-occurring (COD) offenders exiting County jails, and Bureau of Justice Assistance (BJA) awarded the grant and approved SSG as service provider for this grant.
	SSG is a direct service provider with extensive experience providing COD treatment interventions to offender populations. In addition to providing comprehensive services through the County's Co-Occurring Disorders Court since 2007, the agency has significant experience providing jail in-reach services in partnership with Los Angeles Sheriff's Department. SSG offers an extensive array of services in the jail/prison and community settings. SSG provides services to offenders and exoffenders, as well as at-risk youth. Services are designed to facilitate reintegration into the community in a way that decreases recidivism, brings families together and improves quality of life.

Deputy Chief Executive Officer, CEO

Date

SOLE SOURCE CHECKLIST

for

The Regents of the University of California, Los Angeles (The Regents, UCLA)

Check	JUSTIFICATION FOR SOLE SOURCE CONTRACTS
(✓)	Identify applicable justification and provide documentation for each checked item.
	Only one bona fide source for the service exists; performance and price competition are not available.
п	Quick action is required (emergency situation).
	Proposals have been solicited but no satisfactory proposals were received.
	Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
VII. 200	Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	> It is more cost-effective to obtain services by exercising an option under an existing contract.
	It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.
	> Other reason. Please explain:
	To implement the program in the required time frame, Substance Abuse and Prevention Control (SAPC) will amend the existing evaluation services contract with The Regents of the University of California, Los Angeles (The Regents/UCLA) to accommodate the new scope and funding. The Regents/UCLA was identified in the grant application for funding to support reentry services for co-occurring (COD) offenders exiting County jails, and Bureau of Justice Assistance (BJA) awarded the grant and approved them as service providers for this grant.
	The Regents/UCLA has an agreement with DPH-SAPC to provide evaluation services on substance abuse treatment. A nationally renowned research and evaluation program, The Regents/UCLA works extensively with County departments – including DMH, DPH, and CCJCC – to evaluate program outcomes, including outcome evaluation for criminal justice populations. The Regents/UCLA has previously conducted State-wide evaluations for the Substance Abuse and Crime Prevention Act of 2000 (commonly known as Prop 36) program; and has conducted research to improve the implementation of evidence-based assessment processes for offenders with substance use problems, and assisted governmental entities in implementing effective medication-assisted treatment for substance-involved offenders, and evidence-based interventions to improve an HIM continuum-of-care for offenders.
11	1/9/13
Deputy C	Chief Executive Officer, CEO Date